

CITY OF SUNNYVALE
AND
SUNNYVALE EMPLOYEES' ASSOCIATION

MEMORANDUM OF UNDERSTANDING

JULY 1, 2004 to JUNE 30, 2008

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PREAMBLE

This Memorandum of Understanding (MOU) is between the City of Sunnyvale and the duly authorized representatives of the Sunnyvale Employees' Association (SEA). Its purpose is to promote harmonious relations between the City, the Association, and employees by setting forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding the wages, hours, and certain other terms and conditions of employment of employees in the classifications comprising this Bargaining Unit (Unit).

CHAPTER A - GENERAL PROVISIONS

A.1 RECOGNITION

- A.1.1 The Sunnyvale Employees' Association (Association) is hereby acknowledged as the exclusively recognized employee organization for those employees in the classifications listed in Exhibit A as it currently reads or as modified by agreement of the parties during the term of the MOU.
- A.1.2 If the City develops a new classification, it shall make an initial determination as to the bargaining unit and job family placement of that classification.
- A.1.3 The City shall notify the Association of the development of a new classification and the City's initial bargaining unit placement and job family placement, and, upon written request from the Association within ten (10) work days from the City's notice, shall consult with the Association concerning the placement of the new classification(s).

A.2 RATIFICATION

It is agreed that the provisions of this MOU are of no force or effect until ratified by the Association and duly adopted by the City Council of the City of Sunnyvale.

A.3 TERM

The term of this Agreement shall be from July 1, 2004, through and including June 30, 2008, and will thereafter continue in effect until the parties reach agreement on a successor Agreement or the City Council takes action to modify the wages, hours and terms and conditions of employment provided hereunder.

A.4 CITY RIGHTS

Except as modified by this MOU, the rights of the City as contained in the City Charter, Constitution and Laws of the State of California include, but are not limited to, the right to determine the services, activities and functions of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for just cause; layoff its employees because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its service, activities and functions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

A.5 FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS

- A.5.1. This Agreement sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements, including any prior memoranda of understanding, over these matters between parties, whether formal or informal, are hereby superseded or terminated in their entirety.
- A.5.2. It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.
- A.5.3. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties hereto, and if required, approved by the City and ratified by the membership of the Association.
- A.5.4. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

A.6 SEVERABILITY

- A.6.1. In the event any provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the MOU shall remain in full force and effect.
- A.6.2. If a provision is declared invalid or unenforceable as provided above, at the written request of either party submitted to the other within ten (10) work days of such action by the court, the parties shall meet promptly to negotiate the impact of such declaration by the court.

A.7 ORDINANCES, CODES, AND RESOLUTIONS

- A.7.1. Any written City ordinances, codes, or resolutions currently in effect that cover subjects within the scope of representation shall not be changed during the term of this Agreement without first giving the Association the opportunity to meet and confer concerning such changes, except as otherwise provided by this Agreement.
- A.7.2. Such meeting and conferring shall be up to and including mediation.

A.8 SCOPE OF NEGOTIATIONS

- A.8.1. The scope of representation shall include all matters relating to employment conditions, and employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment, as provided by the Meyers-Milias-Brown Act and as may be amended.
- A.8.2. The City is required to comply with federal and state laws, and to the extent the City is required to meet and confer about any changes in federal or state law, it will do so; however, if there is no requirement to meet and confer, the City will implement any required policies and/or procedures.

A.9 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Agreement:

- A.9.1. City's principal authorized representative shall be the City's Director of Human Resources or his/her duly authorized representative (address: 505 West Olive Avenue, Suite 200, Sunnyvale, CA 94086; telephone (408) 730-7495) except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- A.9.2. The Association's principal authorized agent shall be the President of the Sunnyvale Employees' Association or his/her duly authorized representative. The Association's official mailing address is P.O. Box 70700, Sunnyvale, CA 94086.

A.10 GOVERNMENTAL MANDATES/SOCIAL SECURITY

A.10.1 Social Security

If the Federal Government passes legislation or a court of competent jurisdiction makes a ruling, that makes Social Security applicable to the employees within the Unit, then the parties agree to meet promptly at the request of either party to meet and confer on the impact of such law or ruling.

If the parties have not reached agreement within thirty (30) work days of the request to meet and confer, the matter shall be submitted to the City's impasse procedure.

A.10.2 Other Benefits

If the federal government or the State of California mandates any additional benefits applicable to employees of this Unit, then the parties agree to meet promptly at the request of either party to meet and confer on the impact of such law or ruling.

A.10.3 Penalties

If the federal government or the State of California implements legislation which penalizes the City for paying increases in benefits and wages in excess of certain limits, then the parties agree to meet promptly at the request of either party to meet and confer on the impact of such law or ruling.

A.11 NON-DISCRIMINATION

- A.11.1 The parties agree that they and each of them shall not discriminate against any employee based on race, religious creed, color, national origin, ancestry, gender, sexual orientation, age, physical or mental disability, medical condition, or marital status.
- A.11.2 The parties agree that they and each of them shall not discriminate against any employee because of membership or non-membership in the Association, or because of any authorized activity on behalf of the Association, or because of the exercise of rights under this Agreement.

A.12 EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Sunnyvale Employees' Association supports in full the City's Equal Employment Opportunity Policy.

A.13 AMERICANS WITH DISABILITIES ACT (ADA)

The parties recognize that the City may be required to make certain accommodations to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this Agreement. The parties agree that such accommodation shall not constitute a "past practice" or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA. Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involve matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the City. This Article shall not be grievable or arbitrable.

A.14 RENEGOTIATIONS

- A.14.1 In the event either party hereto desires to negotiate a successor MOU, written notice of desire to renegotiate shall be served during the period of 180 days to 150 days prior to the termination date of the MOU. If either party serves notice to renegotiate, the Association shall provide the City with its initial written proposals 120 days prior to the termination of the MOU.
- A.14.2 The negotiations shall begin as soon as practical after receipt of such written notice and proposals, but no later than 90 days prior to the termination date of the MOU.

A.15 NEGOTIATION PREPARATION

Members of the SEA negotiating team shall be released from work duties for up to two (2) hours prior to each meeting scheduled for the purpose of meeting and conferring on a new Memorandum of Understanding.

CHAPTER B - WAGES

B.1 SALARIES

Pay rates for each classification within the Unit shall be assigned to a pay grade as set forth in Pay Plan Category B as defined in the City's Salary Resolution, consistent with compensation objectives described in the City's Administrative Policy.

B.2 SALARY SETTING

B.2.1 Survey Jurisdictions

- a. The following cities will be used as survey jurisdictions for all benchmark classifications, except for the benchmark classifications of Environmental Chemist II, Water Pollution Control Operator, Senior Programmer Analyst, and Career Advisor.

Alameda
Fremont
Hayward
Milpitas
Mountain View
Palo Alto
Richmond
San Leandro
San Mateo
Santa Clara

- b. The following agencies will be used as survey jurisdictions for the benchmark classifications of *Environmental Chemist II* and *Water Pollution Control Operator*:

Dublin/San Ramon Services District
City of Hayward
City of Palo Alto
City of San Jose
City of San Leandro
South Bay Systems Authority
Union Sanitary District

- c. The following agencies will be used as survey jurisdictions for the benchmark classification of *Senior Programmer Analyst*:

City of Fremont
City of Milpitas
City of Palo Alto

- d. The following agencies will be used as survey jurisdictions for the benchmark classification of *Career Advisor*:

Alameda Private Industry Council (PIC)
City of Richmond PIC
San Francisco City/County PIC
San Mateo County PIC
Santa Clara County PIC

B.2.2 Benchmark Classifications

The following classifications are designated as the benchmark classifications to be surveyed:

Accountant
Administrative Aide
Associate Planner
Building Inspector/Coordinator
Buyer
Civil Engineer
Career Advisor
Environmental Chemist II
Equipment Mechanic
Hazardous Materials Inspector
Recreation Coordinator I
Librarian
Senior Programmer Analyst
Staff Office Assistant
Utility Worker
Water Pollution Control Operator

The City and the Association have agreed to establish a committee to review the benchmark classifications identified by the parties, and their comparability, to be used for the surveys conducted pursuant to this Agreement. In January 2005, the City shall appoint three representatives, in addition to the Director of Human Resources, and the Association shall identify three representatives to serve on the Committee. The committee shall complete its review and provide its joint recommendation to the City Manager no later than March 1, 2005. Unless the City Manager requests additional review by March 31, 2005, the committee's recommendations shall be adopted, and will be utilized effective with the survey for FY 2005-2006.

B.2.3 Survey Period

Annually, on or before April 1st during the term of this Agreement, the City and the Association shall jointly conduct a salary survey for the purpose of determining the market average pay for each benchmark classification. The data shall reflect salaries in effect at the time of the survey through June 30th. When applicable, the survey shall include any increases known to take effect during the first 15 days in July.

B.2.4 Survey Components

Salary data shall be collected for each benchmark classification, and the elements of the data shall include:

Top-step monthly base salary, and
maximum agency monthly contribution of the employer paid
employee contribution to retirement.

B.2.5 Survey Calculations

The average market pay for each benchmark shall be determined by aggregating the results of all surveyed jurisdictions and dividing the sum amount by the number of survey jurisdictions. The result is the average market pay for each benchmark classification.

The required adjustment to Sunnyvale salaries is the difference between Sunnyvale's actual pay (top-step base pay plus monthly contribution of the employer paid employee contribution to retirement) for each benchmark classification and the market average pay for the respective benchmark.

B.2.6 Salary Adjustment

The actual adjustment for each year of this Agreement is determined as follows:

- a. Salaries for Year 1 shall remain unchanged from FY 2003-2004, as adopted by the City Council on October 14, 2003 (Resolution No. 145-03).
- b. Salaries for Year 2 shall be adjusted to equal the market average.
- c. Salaries for Years 3 through 4 shall be adjusted to equal the market average plus 2%.

Salary adjustments pursuant to this Agreement shall be effective with the pay period including July 1 of each year of the Agreement. However, in the event that the City's payroll system is able to process increases to be effective on July 1 of any given year, salary adjustments shall be implemented as of July 1 or the week including July 1.

B.3 OVERTIME

- B.3.1 An employee who is required and authorized by a management supervisor or his/her designee and who actually works overtime shall be compensated at one and one-half times his/her base hourly rate for all such overtime work. All overtime must be approved in advance by the employee's management supervisor or his/her designee.
- B.3.2 Overtime shall be defined as:
- a. all hours worked in excess of eight (8) hours worked in a workday, or
 - b. all hours worked in excess of nine (9) hours worked in a workday if the employee is working on a nine (9) hour day schedule, or
 - c. all hours worked in excess of ten (10) hours worked in a workday if the employee is working on a ten (10) hour day schedule, or
 - d. as provided in a written special schedule agreement established according to provisions of Section 6.200 of the City's Salary Resolution, and
 - e. all hours worked in excess of forty (40) hours worked in a workweek.
- B.3.3 The City shall define the work period for purposes of overtime.
- B.3.4 An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay.
- B.3.5 All paid time shall count as time worked when determining overtime; see also Exhibit B.

B.3.6 Flex Scheduling

- a. For employees who would be considered exempt under the Fair Labor Standards Act (FLSA) the City shall be allowed to reasonably flex or change the work schedules of these employees in order to minimize the cost of overtime pay.
 - i. For the City to minimize the cost of overtime under this provision the flex schedule must occur within the employee's work week.
 - ii. No permanent change in work schedules is permitted under this provision.
 - iii. This provision shall not apply in cases of emergency declared by the City Manager.
- b. A job study shall be conducted of all SEA job classifications to determine which would be considered exempt under FLSA. A preliminary list of classifications is included in Exhibit C. The study is to be completed no later than June 30, 2005 so that implementation shall be effective no later than July 1, 2005. In the event that the study is completed sooner and implementation will be effective prior to July 1, 2005, the City shall provide SEA with ten (10) work days notice prior to implementation.

If new classifications are developed, a determination regarding FLSA exemption shall be made, and notice provided to SEA of the designation.

B.4 OTHER COMPENSATION

B.4.1 OUT-OF-CLASS PAY

- a. Employees who are assigned to work in a higher classification and work in such classification for three (3) or more consecutive work days in a work week shall be compensated at five percent (5%) above the employee's base pay or the first step of the higher level position, whichever is greater. Out-of-class assignments will be made on an as needed basis and in accordance with past practice.
- b. Such out-of-class assignment pay shall be based on actual hours worked during the out-of-class assignment and received for the full period of time in which the employee works in the out-of-class assignment or any management or supervisory classification, and provided that such higher assignment has been authorized by the employee's management supervisor or his/her designee.

B.4.2 BILINGUAL/TRANSLATOR PAY

- a. Employees are entitled to receive, in addition to their regular compensation, sixty dollars (\$60.00) per month (i.e., twenty seven dollars and sixty-nine cents [\$27.69] per pay period) for Bilingual/Translator skills if they meet the following criteria:
 - i. Certification by a provider contracted for through the Department of Human Resource that the employee possess the needed language skills at an acceptable skill level; and
 - ii. Certification by the director of the department that the particular assignment of the employee involves need for the required skills on a regular and frequent basis.
- b. Bilingual/Translator Pay will not necessarily continue if the employee is transferred or promoted.
- c. Qualifying languages are: Chinese, Japanese, Sign Language, Spanish, Tagalog (Filipino), Thai, Vietnamese, Farsi, and other language(s) deemed appropriate by the City.

B.4.3 HAZARDOUS DUTY PAY

Employees who regularly perform any of the duties listed below shall be paid two percent (2%) over their regular base pay for full pay periods in which such work is performed as a part of the employee's regular assignment:

- a. Use of high climbing rope for tree trimming work;
- b. Use of mechanical, hydraulic or pneumatic boom equipment for high electrical or mechanical work;
- c. Use of climbing equipment for high pole work;
- d. Repair of knockdowns in which there is potential contact with high voltage electrical wires;
- e. Operation of the Stinger Crane when there is potential contact with high voltage electrical wires;
- f. Work in confined spaces as determined by the City, except as performed by employees in the water pollution control series.

Confined space is a space defined by the concurrent existence of the following conditions:

- a. Existing ventilation is insufficient to remove dangerous air contamination and/or oxygen deficiency which may exist or develop; and
- b. Ready access or egress for the removal of a suddenly disabled employee is difficult due to the location and/or size of the opening; and
- c. Dangerous Air contamination" and "oxygen deficiency" are used as defined in Title 8, Article 108, Section 5156 of the California Occupational Safety and Health Code.

As used in this Article, "high" means that the nature of the work requires the employee to operate at a height above the ground that presents a danger of injury from a fall.

B.4.4 CERTIFICATION PAY

a. WATER POLLUTION CONTROL PLANT

Upon presentation to the Department of Human Resources of the letter of notification from the State Water Resources Control Board that the appropriate Water Pollution Control Operator Certification Examination has been passed, the City shall adjust the pay of the employee for the following pay period, effective the date of passing the Certification Examination, provided that the date of passing the exam is not more than 60 calendar days preceding the date of presentation of the notice to the Department of Human Resources. For exam passing dates more than 60 days prior to presentation to the Department of Human Resources, the effective date of pay adjustment is the start of the following pay period.

Water Pollution Control Operator

The City shall increase the pay of an employee assigned to the classification of Water Pollution Control Operator by two and one-half percent (2.5%) upon presentation of the notification that the examination for a Grade II certificate has been passed.

Senior Water Pollution Control Operator

The City shall increase the pay of an employee assigned to the classification of Senior Water Pollution Control Operator by two and one-half percent (2.5%) upon presentation of the notification that the examination for a Grade III certificate has been passed.

The City shall increase the pay of an employee assigned to the classification of Senior Water Pollution Control Operator by an additional two and one-half percent (2.5%) upon presentation of the notification that the examination for a Grade IV certificate has been passed.

Water System Operator

The City shall increase the pay of an employee assigned to the classification of Water System Operator to that of a Water Pollution Control Operator with a Grade II license upon presentation to the Department of Human Resources of the notification that the examination for a Class II Water Treatment Plant Operators license has been passed.

b. PUBLIC WORKS/FIELD SERVICES

In addition to the above, effective January 2, 2005, the City shall allow payment of certification pay for employees required by the City to obtain and maintain certifications in the following areas: Water Treatment, Water Distribution, and Backflow/Cross Connection, and other certification areas that are agreed to between the City and the Association.

B.4.5 STANDBY DUTY AND COMPENSATION

- a. Standby duty is defined as that circumstance which requires the employee so assigned to:
 - i. Be ready to respond in a reasonable time to calls for her/his service;
 - ii. Be readily available at all hours by telephone, or other communication devices, and
 - iii. Refrain from activities which might impair her/his assigned duties upon call.
- b. Standby duty shall be assigned by a management supervisor or his/her designee in writing; and
 - i. Shall be compensated at the rate of 0.7 hours at the overtime rate for each eight (8) hours of standby duty worked; plus
 - ii. Two (2) hours compensation at the overtime rate on completion of fourteen (14) consecutive eight (8) hour periods of standby duty.
 - iii. On holidays, standby shall be compensated at the rate of 1.5 hour at the overtime rate for each eight (8) hours of standby duty worked.
- c. Standby hours shall be recorded on the employee's timecard by using the "Standby" pay code.

Field Services Division

Notwithstanding the foregoing, for employees in the Water/Sewer Unit of the Field Services Division, the following provision for Standby shall apply:

- a. Shall be compensated at the rate of 0.7 hours at the overtime rate for each shift of approximately eight (8) hours of Standby duty worked (not to exceed three (3) shifts per day), plus
- b. For standby on a weekend (Saturday and/or Sunday), standby pay is paid on completion of three (3) consecutive shifts of Standby Duty, at the rate of one (1) hour of compensation at the overtime rate. An employee on Standby for Saturday would receive one (1) hour at the overtime rate for Saturday; an employee on Standby for Sunday would receive one (1) hour at the overtime rate for Sunday; an employee who was on Standby for both Saturday and Sunday would receive one (1) hour for each day; for a maximum of two (2) hours for a weekend of standby duty.
- c. On City observed holidays, Standby shall be compensated at the rate of one and a half (1.5) hours at the overtime rate for each shift of Standby duty (not to exceed three (3) shifts, per day).

B.4.6 CALL-OUT DUTY AND COMPENSATION

- a. An employee who is assigned to standby duty pursuant to the Standby Duty and Compensation provisions of this Agreement, and is directed to return to work, and the employee actually returns to work (defined as physically returning to work), shall be compensated for actual work performed or by a minimum payment of 1.4 hours at the overtime rate.
- b. Upon completion of a call-out assignment, if a new call-out is received within the original 1.4 hour call-out minimum period, it will not be compensated as a separate call-out.
- c. If a new call-out is received prior to the completion of the previous call-out assignment, the new call-out will be considered a continuation of the previous call-out, and no additional minimum shall apply.
- d. When assigned to standby duty on a City observed holiday, the call-out minimum shall be two (2) hours at the overtime rate.
- e. Employees who do not return to work but who are contacted by telephone, pager, or computer shall not be paid a call out minimum, but shall be paid for actual time worked at the overtime rate.
- f. Call-Out hours shall be recorded on the employee's timecard by using the "Call-Out" pay code.

B.4.7 CALL BACK PAY

- a. An employee who is not on standby duty pursuant to Article B.4.5, and who has completed his/her work day and has left his/her work site and is ordered to return to duty following the employee's normal work day ("called back"), shall receive call back pay for actual work performed or a minimum payment of two (2) hours at the overtime rate if each of the following conditions is met:
 - i. The order to return to work occurs following the termination of his/her normal work shift on the day the return is required,
 - ii. The return is necessitated by unanticipated work requirements, and
 - iii. The employee actually returns to work (i.e. defined as physically returning to work).
- b. An employee who receives a "call back minimum" and who leaves work, shall not receive another "call back minimum" if they are again called back to work within two (2) hours of the previous call back.
- c. An employee who is ordered to begin his/her shift up to two (2) hours prior to his/her normal starting time shall not be eligible for call back pay for that early call back.
- d. Employees who do not return to work but are contacted by telephone, pager, or computer, shall not be paid a call back minimum, but shall be paid for actual time worked at the overtime rate.
- e. Call-Back hours shall be recorded on the employee's timecard by using the "Call-Back" pay code.

B.4.8 COURT PAY

When scheduled and required by the City to appear in court on his/her regularly scheduled day off, an employee shall modify his/her work schedule so that the City-related court duties occur during the employee's work time. In those situations where the work schedule cannot be modified, an employee shall receive a minimum of four (4) hours at the overtime rate if the following conditions are met:

The court appearance occurs either during the employee's scheduled day off, or between shift duty for employees scheduled on the graveyard shift.

For the purpose of this Article, the graveyard shift is defined as any shift beginning between 7:00 p.m. and 12:00 midnight.

B.4.9 EMERGENCY OVERTIME FOR EMPLOYEES COVERED BY DOT REGULATIONS

Employees who are assigned to emergency overtime and are covered by the Department of Transportation's Drug and Alcohol testing provisions are required to have eight (8) consecutive hours of rest prior to returning to work after completion of the emergency work assignment. In this case, the employee shall be paid at his/her regular base rate of pay while at rest during the hours of that employee's next regular shift up to a maximum of eight (8) hours.

B.4.10 CLASS A AND B DRIVER'S LICENSE COMPENSATION

- a. Effective January 2, 2005, employees who are required by the City to acquire and maintain a Class A or B California Driver's License and who the City requires for the position to have as their primary job responsibilities operating equipment requiring a Class A or B driver's license (i.e. those on the City's DOT Commercial Drivers License Holders list maintained by the Risk and Insurance Division, Department of Human Resources) shall receive \$75 per month (\$34.62 per pay period).
- b. For employees who become subject to this provision after January 2, 2005, payment shall be effective the first full pay period following Risk and Insurance Division's approval of the department's request to implement such pay.
- c. Annually, at the beginning of each fiscal year, departments shall submit a listing of employees that includes supervisor recommendation and director approval to the Risk and Insurance Division for review and final determination of eligibility for Class A/B Driver's License compensation.

B.4.11 LICENSE REIMBURSEMENT

Employees who are required by the City to maintain a Class A or B California Driver's License and who are assigned to positions requiring daily operation of equipment requiring a Class A or B Driver's License, and who successfully renew their driver's license or acquire a new license upon starting a new assignment requiring a Class A or B Driver's License shall, upon submission of a receipt by the employee, be reimbursed by the City for the difference in cost between such license and a California Class C Driver's License.

CHAPTER C - BENEFITS

C.1 INSURANCE

C.1.1 Insurance Plans

- a. The City shall continue to provide group Medical, Dental, Vision, and optional Life/AD&D insurance plans, and the Employee Assistance Program. Any health plans for which the City contracts directly with the provider, prior to changing the provider or the level of benefits, the City shall first give the Association the opportunity to meet and agree concerning such changes.
- b. City Contribution
 - i. The City shall contribute two hundred eighty-eight dollars and ninety-six cents (\$288.96) per pay period (\$626.08/month) toward Medical, Dental, Vision, the Employee Assistance Program, and optional Life/AD&D insurance.
 - ii. Effective the first day of the first full pay period in January 2005 (January 2, 2005) the City shall contribute two hundred eight dollars and eighty-nine cents (\$208.89) per pay period (\$452.59/month) toward the cost of medical insurance and one hundred thirty-seven dollars and seventeen cents (\$137.17) per pay period (\$297.20/month) to be available under a cafeteria benefits plan provided by the City. The cafeteria benefits plan will be designed to include both taxable and non-taxable benefits, excluding cash. In addition, the City will pay the full premium for EAP, which premium is currently \$2.97 per pay period (\$6.44/month).
 - iii. Effective the first day of the first full pay period in January of 2006, 2007, and 2008, the total amount available for the purchase of medical insurance and cafeteria benefits contribution shall increase by the lowest monthly increase of a Health Maintenance Organization (HMO) medical plan for the "employee plus one" category available in the Sunnyvale Bay Area for a given calendar year. The increase shall be divided between medical insurance and cafeteria benefits amounts, and the Employee Assistance Program for a given calendar year as follows:

First, the increase shall be added to the cafeteria benefit amount for the previous year. This shall be the total amount available for each employee for the purchase of combined medical and cafeteria benefits for the following year, adjusted for any premium increase for the Employee Assistance Program.

Second, 5% of that total will be calculated.

Third, the 5% amount calculated in above shall be subtracted from the cafeteria benefit amount and added to the medical benefit amount. The total of the medical insurance amount and the cafeteria benefit amount shall be the same as that calculated in subsection iii. above.

c. Premium Conversion

The City agrees to continue to provide employees with an option to pay their insurance premium contributions on a pre-tax basis, as provided in the Internal Revenue Code.

d. Cash In-Lieu of Medical Coverage

The City will continue to provide employees with the option of reducing their medical coverage and receiving payment of a portion of what otherwise would be the City contribution.

To be eligible for this plan, an employee must either:

- i. Change from full family to employee plus one or employee only;
- ii. Change from employee plus one to employee only,
- iii. Change from any level coverage to no coverage; or
- iv. A new employee may choose no coverage.

Payment shall be made on the following schedule:

<u>CURRENT</u>	<u>NEW</u>	<u>PER PAY PERIOD</u>	<u>MONTHLY</u>
E + 2	None	\$98.50	\$213.42
E + 2	E	\$60.50	\$131.08
E + 2	E + 1	\$22.50	\$ 48.75
E + 1	None	\$76.00	\$164.67
E + 1	E	\$38.00	\$ 82.33
E	None	\$38.00	\$ 82.33
NEW	None	\$38.00	\$ 82.33

The cash in-lieu payment shall not, when combined with the City's contribution for medical insurance and the cafeteria benefits plan, exceed the combined City contribution for medical insurance and the cafeteria benefits plan.

If the employee is currently a dependent of a City employee and covered by a PERS Health Plan, the employee is not eligible for reimbursement.

Whenever an employee changes to no coverage, the employee shall provide proof of alternate coverage and sign a waiver stating that she or he does have alternative coverage and that she or he understands that he or she will no longer receive coverage through a City sponsored PERS provided medical plan.

If an employee decides to increase his or her level of coverage by either reentering a City sponsored PERS provided medical plan or including a dependent in his or her current coverage, he or she must submit a health statement for the provider's approval or enroll during the annual open enrollment period.

Procedures for exercising this option and for reentering the City sponsored PERS provided medical plans shall be established by the City.

C.2. DENTAL AND VISION INSURANCE

C.2.1 Dental Insurance

Dental insurance at the current benefit level will continue to be provided. The City contribution for dental insurance shall be as provided in Section C.1.1.

Dual Dental Coverage

If spouses or registered domestic partners are represented by different bargaining groups, dual coverage under the dental plans offered for each bargaining group will be allowed. Dependents may be covered under one or both dental plans. Coordination of benefits by the dental providers will be made pursuant to current industry standards.

C.2.2 Vision Insurance

Vision insurance at the current benefit level will continue to be provided; such coverage includes a deductible that the employee must pay at the time of service. The City contribution for vision insurance shall be as provided in Section C.1.1.

C.2.3 Employee Assistance Program

The Employee Assistance Program will continue to be provided. Enrollment is mandatory, and the premium is fully paid by the City.

C.3 REGISTERED DOMESTIC PARTNERS

SEA and the City shall comply with State and Federal law regarding the provision of Registered Domestic Partner benefits.

C.4 LIFE/AD&D AND LONG TERM DISABILITY INSURANCE

- C.4.1 The City shall provide Life and Accidental Death and Dismemberment (Life/AD&D) insurance for each employee in an amount equal to that employee's base annual salary.
- C.4.2 Such insurance shall be at no cost to the employee, except that, insurance amounts above \$50,000 provided by the City shall be subject to tax law provisions.
- C.4.3 At the time of hire, an employee may purchase additional Life/AD&D insurance in an amount equal to the coverage provided by the City, up to a combined maximum coverage of \$175,000.
- C.4.4 Current employees who did not purchase additional Life/AD&D insurance at the time of hire, may purchase additional Life/AD&D insurance in an amount equal to the coverage provided by the City, up to a combined maximum coverage of \$175,000, subject to approval by the carrier.
- C.4.5 The City shall also provide Long term Disability insurance that provides 2/3 of the employee's base annual salary to a maximum of \$7,500 per month of paid benefits, subject to the terms of the contract with the carrier.

C.5 RETIREMENT

- C.5.1 The City agrees to continue the current "payment" plan whereby the City makes a contribution to PERS on behalf of the employee.

The City shall contribute seven percent (7%) of salary for the employee's "basic" contribution. For the Hazardous Materials Coordinator who is enrolled in the 3% @ 50 Safety Retirement formula, the City shall contribute 11.25% of salary for the employee's "basic" contribution.
- C.5.2 The City's payment of employees' PERS contribution is based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board, or the IRS or the United States Department of Treasury may alter the current revenue rulings, either by other rulings or regulations.
- C.5.3 The City shall continue to report the value of the employer paid member contribution (EPMC) of seven percent (7%) as additional compensation for each employee. In addition, the City shall continue to report the value of EPMC of nine percent (9%) as additional compensation for the Hazardous Materials Coordinator.

C.5.4 The City has contracted with PERS to provide for miscellaneous employees, including employees in this Unit the Retirement formula commonly called, "Local Miscellaneous 2% @ 55".

- a. The City will amend its contract with PERS and implement at the earliest possible time legally allowable by PERS so that the retirement formula commonly referred to as "2.7% @ 55" will be effective July 1, 2007. Employees shall pay for any employee-required contribution, above the "basic" 7% contribution currently paid by the City; such payment shall be made pursuant to IRC Section 414(h)(2).
- b. The Association recognizes that the City must meet and confer and reach agreement over implementation of this benefit with other employee bargaining units representing miscellaneous employees, and comply with PERS regulations in the implementation of this benefit.

C.5.5 The City has also contracted with PERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option.

C.5.6 Reporting of Special Compensation - Uniforms

- a. Each employee required by the City to wear a uniform, and who actually wears the uniform during works hours, shall receive a uniform in a manner determined by the employee's department or division. A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.
- b. A standardized value, as determined by the City and adjusted annually each fiscal year, for qualified uniforms shall be reported as "special compensation" as required by PERS procedures for all affected employees.

C.6 DEPENDENT CARE

The City shall continue to provide a plan in accordance with the Internal Revenue Code Section 129 allowing employees to qualify for pre-tax dependent care savings.

CHAPTER D - LEAVES

The following employee benefits, as they are set forth in the City's Salary Resolution, are included by reference in this Agreement:

- Leave Benefits
- Leave Authorization
- Leave Benefits; To Whom Applicable
- Leave Payment
- Leave Substitution
- Special Schedule - Holiday Leave

D.1 VACATION

D.1.1 Annual Accrual

Employees shall accrue vacation leave based upon the following schedule:

3.4 hours per pay period for employees with 130 or fewer pay periods of continuous service.

5.0 hours per pay period for employees with 131-260 pay periods of continuous service.

6.5 hours per pay period for employees with 261-520 periods of continuous service.

7.0 hours per pay period for employees with 521-650 periods of continuous service.

8.0 hours per pay period for employees with 651 or more pay periods of continuous service.

D.1.2 Maximum Accrual

The maximum accrual of vacation shall be 400 hours. There shall be no accrual over 400 hours.

D.1.3 Use of Vacation Leave

Use of vacation leave shall be subject to approval by the employee's supervisor.

D.1.4 Minimum Usage

No minimum usage per year is required. Employees are strongly encouraged to plan and take a substantial portion of their accrued vacation time.

D.1.5 Vacation Extension

City will allow up to one week of leave without pay per calendar year for the purpose of extending vacation, if approved in advance by proper authority and if all the employee's leave accruals have been exhausted. Such leave shall be taken on days immediately succeeding the date on which the employee has exhausted his/her last day of accrued vacation leave.

There will be no vacation leave accrued for the pay period in which such leave without pay is taken.

D.1.6 Effect of Leave Without Pay (LWOP) on Vacation Accrual

When an employee is on LWOP, vacation accrual is prorated based on paid hours in the pay period.

D.2 HOLIDAY LEAVE

D.2.1 Holidays for employees include:

- New Year's Eve
- New Year's Day
- Martin Luther King Jr. Day
- Presidential Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

D.2.2 Library Employees

For holidays observed by the City, Library employees shall be assigned to work the holiday by first asking for volunteers and then by filling the remaining needed assignments by rotating equally among all qualified employees.

D.2.3 In-Lieu of Holiday Pay - Water Pollution Control Operator Series

- a. Effective January 2, 2005, employees in the classification series of Water Pollution Control Operator instead of taking holidays off, shall receive an additional 3.39 hours of pay for each pay period. Such additional pay shall be paid in lieu of the 88 hours of holiday time off.
- b. Employees who are required or approved to work on a City designated holiday shall be compensated at the rate of time and one-half for any hours actually worked on the holiday; and will not be entitled to Holiday Pay.

D.2.4 Floating Holidays

- a. Employees shall be credited with twenty (20) hours of floating holiday leave on the first day of the first pay period in the payroll calendar year. Effective January 2, 2005 floating holiday leave shall be increased by ten (10) hours to a total of thirty (30) hours. For each subsequent payroll calendar year for the term of this Agreement, Floating Holiday shall be credited at thirty (30) hours per employee.

The increase in hours is as a result of the elimination of Family Emergency and Medical Appointment leave for employees in this Unit which is effective January 2, 2005.

- b. Newly hired employees shall be credited with a pro-rata share of floating holiday hours, based upon the proportion of the calendar year remaining after their date of hire.
- c. Use of floating holiday leave shall be subject to approval in advance by the employee's supervisor.
- d. Separation
 - i. Employees separating City employment shall have their allotment of floating holiday leave for that year pro-rated based upon their date of separation.
 - ii. Any employee who has used less than his/her pro-rated allotment for the portion of the calendar year worked, shall have the balance paid to him/her on his/her final paycheck.

- iii. Any employee who has used more than his/her pro-rated allotment for the portion of the calendar year worked, shall have the overage offset against any available accrued leave, on his/her final paycheck. The employee may also authorize the deduction from his/her final compensation. If the employee's final paycheck is insufficient to repay the overage, the employee shall reimburse the City immediately.

e. Unused Hours

Effective January 2, 2005 unused floating holiday leave at the end of the calendar year may be paid out in cash or rolled over into vacation leave subject to maximum accrual limits specified in this Agreement. Hours rolled over into vacation leave shall not exceed 20 hours per calendar year.

D.3 BEREAVEMENT LEAVE

- D.3.1 An employee shall be entitled to bereavement leave with pay in an amount not to exceed forty (40) work hours for each death occurring to a person on the list below.

To qualify for bereavement leave the death must occur to an employee's spouse or registered domestic partner, father, mother, son, daughter, brother, sister, grandparent, or grandchild, or to the father, mother, son, daughter, brother, or sister, grandparent or grandchild of an employee's spouse or registered domestic partner.

- D.3.2 The City reserves the right to require proof of death from the employee.

D.4 JURY LEAVE

An employee is entitled to jury leave subject to conditions and limitations contained in the Administrative Policy Manual as the same exists or is amended hereafter, subject to meet and confer obligations.

D.5 MILITARY LEAVE

Employees assigned to active military duty are entitled to military leave in accordance with the provisions of applicable State and Federal laws, and the Administrative Policy Manual as the same exists or is amended hereafter, subject to meet and confer obligations.

D.6 DISABILITY LEAVE

Employees qualify for disability leave after completion of twenty-six (26) consecutive pay periods from the date of original appointment; provided, however, that employees may be authorized up to forty (40) hours of interim disability leave from the date of employment for the first twenty-six (26) pay periods; provided, however, that at the conclusion of the twenty-sixth (26th) pay period the interim disability leave shall terminate, including any unused amount. The total allowable paid disability leave for employees for work-related and non-work related disability combined is forty (40) hours.

D.7 MEDICAL APPOINTMENT LEAVE

- D.7.1 Effective for the period of July 1, 2004 through January 1, 2005, medical appointment leave for employee appointments with medical doctors and dentists may be authorized after the employee has completed twenty-six (26) consecutive pay periods of service. This leave will not exceed two (2) hours during a standard daily work schedule.
- D.7.2 Effective January 2, 2005 this leave shall cease to be available to employees in this Unit.

D.8 FAMILY EMERGENCY LEAVE

- D.8.1 Effective for the period of July 1, 2004 through January 1, 2005, employees are entitled to paid emergency family leave not to exceed eight (8) work hours during a standard workday subject to the following conditions:
- D.8.2 Emergency family leave may be authorized for sudden illness or disability of spouse or child requiring immediate attention at home, the doctor's office or at the hospital.
- D.8.3 Emergency family leave shall not be authorized for:
- disability beyond the emergency;
 - routine illness or disability (colds, headache, etc.);
 - family medical appointments for continuing illness or disability, if for routine care;
 - emergency care of family other than spouse or child;
 - attendance at hospital with spouse or child for scheduled surgery or routine hospitalization;
 - scheduled delivery of spouse or child to hospital; or
 - child care during spouse's scheduled medical visits.
- D.8.4 Effective January 2, 2005 this leave shall cease to be available to employees in this Unit.

D.9 COMPENSATORY TIME OFF

- D.9.1 Compensatory time off may be authorized by the employee's management supervisor or his/her designee for employees in lieu of cash compensation for overtime.
- D.9.2 Such compensatory time shall accrue at the rate of time-and-one-half for each hour of overtime.
- D.9.3 During the twelve month period of approximately April 1st through March 31st, an employee may not have current credit of more than one hundred (100) hours of compensatory time off.
- D.9.4 Compensatory time off shall not be paid except as provided in D.9.7 below or upon termination of the employee.
- D.9.5 Such compensatory time off may be used with 48 hours advance supervisory approval in the same manner as vacation.
- D.9.6 An employee may carry over a maximum of fifty (50) hours of compensatory time off from one twelve month period to the next.
- D.9.7 At the end of the first full pay period in April of each year, unused compensatory time in excess of fifty (50) hours shall be paid at the employee's rate of pay on the check issued in that pay period.

At the employee's option, hours less than fifty (50) may be paid off.
- D.9.8 In the case of the Recreation Coordinator I/II, the same provisions apply except that, with a management supervisor's or his/her designee's authorization, Recreation Coordinators I/II may accrue 200 hours of compensatory time during the 12-month period referenced above.

CHAPTER E - ADDITIONAL BENEFITS

E.1 WORKERS' COMPENSATION BENEFITS

Workers' Compensation Benefits will be provided as required by law, and in accordance with the provisions of the City's Salary Resolution.

E.2 TUITION REIMBURSEMENT

Employees are eligible for tuition reimbursement as provided in the City's Administrative Policy, except that the maximum amount allowable for books shall be \$100 per quarter or semester for courses directly related to the employee's present position or promotional position, and \$50 per quarter or semester for courses required for a related degree.

Reimbursement is dependent upon the City's financial condition, and funds available in departmental budgets.

E.3 CITY-WIDE EMPLOYEE EMERGENCY LEAVE RELIEF FUND

- E.3.1 The City-Wide Employee Emergency Leave Relief Fund is a program that allows an employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave.
- E.3.2 To benefit from this Fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency.
- E.3.3 As with any leave of absence, the absence must be pre-approved by the employee's management supervisor or his/her designee.
- E.3.4 To receive relief hours from the Fund, the employee, a member of the family or a friend, must submit a written request to the City Manager or designee stating the hours needed and briefly explaining the circumstances of the emergency requiring use of hours from the Fund.
- E.3.5 Rules and procedures defining the use of this Fund shall be promulgated by the City Manager or his/her designee.

E.4 DISABILITY LEAVE INCENTIVE PAY

- E.4.1 Each January during the term of this MOU, the City will share disability leave savings with employees who were employed the previous full calendar year.

The savings will be calculated as follows:

- a. Total usage will be calculated by adding individual usage for Workers' Compensation and disability for the previous calendar year.
 - b. Average usage will be calculated based on the number of full-time equivalent employees (FTE) in the Unit. The number of FTEs will be calculated by totaling all paid hours for the year, except overtime, and dividing by 2080 hours.
- E.4.2 If the average use of Workers' Compensation and disability leave for the previous year by all employees is less than 70 hours, then there is a savings to be shared.
- a. If there is a savings to be shared, then such savings shall be shared as follows:
 - i. Only those employees whose individual leave usage is less than the previous year's average will be eligible to receive an incentive payment.
 - ii. An eligible employee shall receive incentive payment in direct proportion to his/her leave usage in the previous year. The smaller the leave usage, the larger the share of the savings.
- E.4.3 Payment will be in the month of January and will be based on the average hourly rate, excluding overtime, for employees.
- E.4.4 The share of the savings distributed to employees shall increase as the average usage decreases as follows:

<u>HOURS OF AVERAGE USAGE</u>	<u>% OF SAVINGS DISTRIBUTED</u>
70 down to 67.1	25 %
67 down to 64.1	35 %
64 or fewer	45 %

E.5 JACKETS-WATER POLLUTION CONTROL

It is agreed that the City will provide an insulated wind breaker-type jacket with a zipper front for employees in the the Water Pollution Control Operator series and the Water Pollution Control Plant Maintenance Mechanic series. It is further understood that the employees will leave the jackets at the Water Pollution Control Plant when they are off duty.

E.6 SAFETY FOOTWEAR

E.6.1 Each employee required by the City to wear safety footwear (see Exhibit D) shall be required to purchase and wear OSHA-approved safety footwear and shall receive an allowance for the purchase of such footwear. Risk and Insurance shall maintain the listing of eligible classifications/positions, and shall provide upon request to the Association.

E.6.2 The maximum allowance shall be two hundred dollars (\$200.00), and may be used for more than one pair of safety footwear.

E.6.3 The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in classes requiring safety footwear.

Employees who become eligible after July shall receive a pro-rated amount of the allowance based on the pay periods of service remaining in the fiscal year.

E.7 TOOL ALLOWANCE

E.7.1 The 2% tool allowance which is included in the base pay for Lead Equipment Mechanic, Equipment Mechanic, and Equipment Mechanic-In-Training represents the full compensation for tools, including replacement of lost or broken tools except that verified losses which would be subject of the City's property damage coverage such as losses from fire, break-in and/or theft, and vandalism are excluded from this limitation.

E.7.2 This provision does not apply to Water Pollution Control Plant Maintenance Mechanics.

E.7.3 The City shall provide a minimum set of tools for each of the employee in the classifications of Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic employed at the Water Pollution Control Plant, as specified in Exhibit E.

E.8 TESTING FOR CITY VACANCIES

Any employee represented by SEA, who desires to test for a position advertised and posted by the City, if such a position represents a promotion or lateral transfer, shall be entitled to time off without loss of pay for the period required to take any and all parts of the testing process. Each employee is allowed to exercise this prerogative twice per year, with as much advance notice to his/her supervisor as possible.

E.9 DIRECT DEPOSIT

- E.9.1 An employee may directly deposit all or a portion of his or her net pay to a bank of his or her choice via direct electronic paycheck deposit.
- E.9.2 Each employee desiring this alternative must deliver a signed authorization to the Department of Human Resources requesting such electronic deposit. Along with the authorization requesting electronic deposit, the employee must also file a waiver prepared by the City stating that the employee knows the City can not control and is not responsible for, the day upon which the employee's bank credits his or her account with the deposited funds.
- E.9.3 The specific procedures for direct deposit shall be as set forth in the City's Administrative Policy.

CHAPTER F - WORKING CONDITIONS

F.1 SPECIAL WORK SCHEDULE

- F.1.1 An employee (s) may request an alternative work schedule(s) based on the guidelines found in the City's Administrative Policy related to Work Schedules.
- F.1.2 This policy specifically allows the establishment of alternative work schedules, including flextime schedules. It also requires that the City establish schedules that are attentive to the needs of individual employees while also assuring prompt, efficient and cost effective public service.
- F.1.3 In addition to the present provisions for special schedules for individual employees, the following provisions are made for special schedules for shift personnel at the Water Pollution Control Plant:
- A special schedule of varying hours in a bi-weekly pay period may be implemented for all shift personnel (Senior Water Pollution Control Operators, Water Pollution Control Operators, and Operators in Training) upon approval of two thirds (2/3) of the work group, the Department Director and the City Manager.
- F.1.4 A special work schedule implemented according to the above procedure may be terminated at the end of a pay period by the City Manager, the Department Director, or upon 2/3 vote of the affected shift personnel upon three (3) weeks written notice to each other.
- F.1.5 The City agrees to consider the needs and desires of employees requesting a special schedule. If the City denies a request for a special schedule, then the City will give the employee(s) the reasons for the denial in writing.

F.2 PROMOTIONAL EXAMS

- F.2.1 The department shall have the ability to interview and to appoint from among all of the applicants on the Eligible List. In this regard, the following provisions will apply:
- a. The department may interview as many or as few people as it desires, subject to the following:
- Regardless of how many people the department desires to interview pursuant to this Article, it must include in its interview process the top three SEA-represented employees on the Eligible List for the first vacancy and one (1) additional SEA employee for each additional vacancy.

F.2.2 The parties affirm and accept the City Charter merit system principle.

F.3 RECLASSIFICATION

F.3.1 An employee may submit a request for a reclassification of his or her job to the Department of Human Resources and to his or her supervisor only during February of each year.

- a. Such request shall be processed through the employee's department and submitted to the Department of Human Resources.
- b. Human Resources may decline a request for a study that has been previously reviewed within the past 24 months, unless the employee justifies such new request.
- c. All reclassification submissions and notifications must comply with the timetable indicated below:

Reclassification Requests	Final Filing Date for Department to submit to Human Resources	Final Date for Written Notifications Declining Requests	Completion Date
Request submitted in February	March 31 st of same year	No later than June 30 th of the same year	18 months after submission date of request

- d. Once the study is completed, if the City denies the reclassification of the employee's job, then the City shall give the employee the reasons for the denial in writing.
- e. Once the study is completed, if the City reclassifies the job, and the employee who submitted the request was eligible to be promoted when the request was filed, the employee shall be appointed to the new position effective the first day of the pay period following the pay period in which the reclassification study was completed and approved. Upon completion of the study, if the employee is not eligible to be promoted, then the appointment shall be effective when the employee becomes eligible.
- f. Change in status will not be implemented retroactively.

F.4 REDUCTION IN FORCE

F.4.1 If the City implements a reduction-in-force that affects employees in this Unit, it will be administered pursuant to the City's Administrative Policy related to Reduction in Force, consistent with the following concepts:

- a. SENIORITY: Seniority is determined by total pay periods of service with the City, regardless of classification in which employed.
- b. BUMPING:
 - i. Employees identified for layoff shall have bumping rights to their current or previously held classification within the Unit based on seniority as defined above.
 - ii. Employees wishing to bump must exercise these rights within seven (7) calendar days after receiving written notification of the layoff, otherwise the bumping rights shall automatically terminate.
 - iii. Employees must meet the minimum qualifications for the classification and possess the knowledge, skills, and abilities to perform the duties and responsibilities of the specific position.

F.4.2 NOTICE:

- a. When the City determines that it must implement a reduction-in-force that affects employees in the Unit, the City shall give the Association reasonable advance notice.
- b. Notice to the employee shall be in writing thirty (30) calendar days prior to the effective date of the layoff.

F.5 HEALTH AND SAFETY

- F.5.1 City will send the Association a copy of the minutes of the City Safety Committee after each meeting.
- F.5.2 City shall make available applicable Material Data Safety Sheet available to affected employees, and provide training so employees will be able to read and interpret these data sheets as required by CalOSHA.
- F.5.3 An employee designated by the Association shall be a member of the City-wide Safety Committee, if the Association so designates.

F.6 SELF-DIRECTED WORK TEAMS

There is currently one Self-Directed Work Team (SDWT), and it is in the Library. This SDWT may be continued until such time as the Director of Libraries determines that it is no longer meeting the goals and objectives established for this SDWT, or is not cost-effective. The Director of Libraries will provide thirty (30) calendar days' notice to the affected employees prior to the termination of the SDWT.

F.7 GRIEVANCE PROCEDURE

F.7.1 DEFINITIONS

- a. **Grievance:** A grievance is an alleged misapplication of a specific provision of this MOU, or of a specific provision of the Administrative Policy Manual, City Ordinance, or City Code, or departmental policies, rules or regulations, covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely affects the grievant. The content of Employee Performance Audits or disciplinary actions are only appealable as provided in Article F.9 - Disciplinary Appeal Procedure.
- b. **Written Grievance:** A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City and which shall include the grievant's name, classification, department, immediate supervisor's name; representative's name, if any; the specific section of the MOU, ordinance or code alleged to have been misapplied; a specific description of the alleged grievance with the circumstances supporting the grievant's allegation; and the specific remedy requested to resolve the grievance.
- c. **Grievant:** A grievant is an employee, a group of employees or the Association. A grievant may file a grievance as defined above. Alleged misapplications which affected more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.
- d. **Work day** is defined as Monday through Friday exclusive of holidays.

F.7.2 PROCESS

- a. Unwritten Grievance. The grievant shall orally discuss his/her grievance with his/her immediate supervisor in an attempt to resolve the grievance.

The supervisor shall give an oral response to the employee within seven (7) work days of the issue being raised by the employee.

- b. Written Grievance.

Level 1

If the grievant is not satisfied with the resolution proposed at the unwritten level, he/she may, within thirty (30) calendar days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, file a formal written grievance with his/her program manager on a form prepared and supplied by the City. The program manager shall, within seven (7) workdays from the receipt of the grievance, meet with the grievant and give a written response to the grievant on the original grievance form.

Level 2

If the grievant is not satisfied with the written response from his/her program manager, the grievant may, within seven (7) workdays from the receipt of such response, file a grievance with the division-level manager. Within seven (7) workdays of receipt of the written appeal, such manager shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant on the original form.

Level 3

If the grievant is not satisfied with the written response from his/her division-level manager, the grievant may, within seven (7) work days from the receipt of the response, appeal the grievance to the Department Director. Within seven (7) work days of receipt of the written appeal, the Department Director or designee shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.

Level 4

If the grievant is not satisfied with the written response from the Department Director, the grievant may, within seven (7) work days from the receipt of the response, file a written appeal to the City Manager or designee. Within ten (10) work days of receipt of the written appeal, the City Manager or designee shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant, which answer shall be final and binding, except as provided in Article F.11 - Arbitration.

F.7.3 General Provisions

- a. The time limits set forth herein above are to be strictly followed. Time limits may be waived only by written agreement signed by the parties.
- b. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled.
- c. If the original grievance is modified at any step, it shall be considered a new grievance and must be re-filed, treated as a new grievance and subject to all procedural considerations, unless modified in writing by mutual consent of the parties.
- d. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.
- e. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
- f. Formal levels may be waived by mutual written consent of the parties.
- g. If the grievant is not represented by the Association, the Association shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the City prior to the settlement being finalized. The purpose of this step is to allow the Association to state its position for the record. If the Association does not provide a written response within seven (7) work days after notification, such opportunity to respond shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the City's representative shall give full consideration to the Association's position prior to settlement of the grievance.
- h. By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.

F.8 GRIEVANCE REPRESENTATIVE

- F.8.1 There shall be a reasonable number of Grievance Representatives in this Unit.
- F.8.2 At the request of the grievant, the grievant may be represented by a Grievance Representative.
- F.8.3 In instances where the designated Grievance Representative is unable to represent a grievant, the President shall represent the grievant or designate a representative who is on the current list as provided below, to act as a substitute.
- F.8.4 Both the Grievance Representative and either the Association President or Vice-President will be allowed to represent at Level 2 or higher.
- F.8.5 A Grievance Representative shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A Grievance Representative shall be granted reasonable release time to attend an investigative meeting and to act on behalf of an employee facing possible disciplinary action.
- F.8.6 A Grievance Representative shall operate within their designated area except as provided in Section F.8.3 above.
- F.8.7 A Grievance Representative desiring to leave his/her work location to process a grievance shall first obtain permission from his/her immediate supervisor. Release from work shall be made as soon as practical.
- F.8.8 A Grievance Representative desiring to enter the work location of a grievant to process a grievance shall first obtain permission from the grievant's supervisor. Permission to enter shall be made as soon as practical.
- F.8.9 The Association agrees that whenever a Grievance Representative is involved in grievance activities listed in Section F.8.5 above during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.
- F.8.10 The Association shall give the Human Resources Director or designee a list of the names of employees selected as Grievance Representatives, and will immediately notify the Department of Human Resources of any changes.
- F.8.11 Only those employees whose names are on the current list shall be granted release time to serve as a Grievance Representative.

F.9 DISCIPLINARY APPEAL PROCEDURE

- F.9.1 If an employee is to be suspended, demoted, dismissed or have his/her salary reduced, he/she shall:
- a. Receive written notice of the proposed action stating the date it is intended to become effective and the specific grounds and particular facts upon which the action is based;
 - b. Receive copies of any known written materials, reports or other documents upon which the action is based;
 - c. Be accorded the right to respond in writing within a reasonable period of time to the proposed charges;
 - d. Also, be accorded the right to meet within a reasonable period of time with a manager who has the authority to recommend modification or elimination of the proposed disciplinary action; and
 - e. The employee shall be given the manager's written decision within a reasonable period of time.
- F.9.2 Employees holding a regular appointment who is suspended, demoted, reclassified, dismissed or had a salary reduction shall be entitled to be heard before the Personnel Board at a duly constituted meeting in accordance with the following procedure:
- a. A written request to the Board must be filed through the Department of Human Resources within fourteen (14) calendar days from the effective date of the action from which the employee seeks exception.
 - b. Within twenty-one (21) calendar days after the proper filing of written request for a hearing, the Personnel Board shall commence a hearing following any review of the action and complaint deemed necessary.
 - c. The hearing before the Personnel Board may be public or private at the option of the employee, and the employee may be represented by legal or other council; however, the hearing shall be informal in substance and the rules of evidence prescribed for duly constituted courts shall not apply.
 - d. The Personnel Board shall, within fourteen (14) calendar days of the aforementioned hearing, render its decision in writing, and the Secretary shall direct copies thereof to the City Manager, the City Clerk and the employee requesting said hearing.

- e. The decision of the Personnel Board may sustain, revoke, or modify the reclassification, suspension, demotion, salary reduction or dismissal and shall be final and conclusive in all respects and shall not be subject to appeal.
- f. In the event the Personnel Board revokes or modifies a reclassification, suspension, demotion, salary reduction or dismissal and orders the employee reinstated to the former position, it may direct the payment of salary to the employee for the period of time the Personnel Board finds the suspension, reclassification, demotion, salary reduction or dismissal was improperly in effect.
- g. Discipline shall only be taken for just cause.

F.10 SELECTION APPEAL PROCEDURE

F.10.1 Job applicants may file an appeal of the selection process based on any or all of the following:

- a. The employee's completed application form is in dispute;
- b. Assertions that the employee's experience, training, education, etc., as detailed on the employee's application, meets the qualifications as advertised in the job announcement;
- c. Assertions that the City's selection procedure was not followed or that an appointment from an eligible list constitutes a violation of the City Charter merit system principle referenced in F.2.2;
- d. Assertions that the employee has been discriminated against on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical conditions, marital status, or Association membership in any aspect of selection.

F.10.2 In such cases, the employee shall file a written statement specifying the dispute and requesting a review before the Director of Human Resources.

Such statement must be submitted within seven (7) calendar days after the applicant knew or should have known of the problem prompting the appeal pursuant to this Article.

F.10.3 A review before the Director of Human Resources or designee shall be set for a time that is within seven (7) calendar days of receipt of the appeal.

A fair and impartial review shall be held with the Director of Human Resources or designee to consider the facts and circumstances of the appeal. Applicant may submit any pertinent materials. If the appeal relates to an oral interview in which the Director of Human Resources participated, the appeal will go directly to the Assistant City Manager for the final determination (see F.10.4 below).

The Director of Human Resources or designee will provide a written response to applicant within seven (7) calendar days.

- F.10.4 Should applicant still be dissatisfied with the response, he/she may request within seven (7) calendar days a further review before the Assistant City Manager or a designee who is at least at the Department Director level.

Assistant City Manager or designee shall hold a review within seven (7) calendar days from the date of the appeal to further consider the facts and circumstances of the appeal. Assistant City Manager or designee shall make a final decision and notify applicant within fourteen (14) calendar days of the appeal.

F.11 ARBITRATION

- F.11.1 If a grievance has been properly processed through Article F.7 - Grievance Procedure, and has not been resolved, and the original grievance is an alleged misapplication of a specific provision of this MOU which adversely affects the grievant, then the grievant, through the Association, may appeal the grievance to Arbitration.
- F.11.2 To request Arbitration, the appeal must be filed with the Director of Human Resources or designee within ten (10) days of receipt of an answer at Level 4, or ten (10) days from the last day an answer was possible at Level 4 of Article F.7 - Grievance Procedure.
- F.11.3 The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Conciliation Service to provide a list of seven (7) names of persons qualified to act as arbitrators.
- F.11.4 Within ten (10) days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.
- F.11.5 Within twenty (20) days following the receipt of the notice of appeal to arbitration, a meeting shall be arranged by the Director of Human Resources or designee with the employee and appropriate Association representative to prepare a joint statement of the issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.
- F.11.6 The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and, within 30 calendar days of the hearing, render a written decision with reasons for the decision.

Post Hearing Briefs

Unless the parties mutually agree, there shall be no post hearing briefs. The parties shall present oral argument immediately upon close of the presentation of evidence. However, in the situation of multiple day hearings broken by days or weeks, or of a complex case, a party may request of the arbitrator the right to submit a post-hearing brief.

- F.11.7 Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration and shall contribute equally to the fees and expenses of the arbitrator and court reporter, if any.
- F.11.8 The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement.
- F.11.9 The decision of the arbitrator shall be final and binding.
- F.11.10 The arbitrator's award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, *et seq.*

F.12. APPEAL PROCEDURE WAIVER

The Association agrees that the procedures set forth in this Agreement are the only grievance and appeal procedures available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances or Resolutions are waived. The sole exception to this waiver is the Impasse Procedure, which is still applicable as a dispute resolution procedure available during the meet and confer process.

CHAPTER G - ASSOCIATION PROVISIONS

G.1. BULLETIN BOARDS

- a. The Association shall have the use of designated bulletin board space to post material related to Association business.
- b. The City shall determine the placement of bulletin boards and the portion of the board to be made available to the Association.
- c. Any materials posted must be dated and initialed by the Association representative responsible for the posting.
- d. At the time of the posting, a copy of the material must be given to the management representative designated for that bulletin board.
- e. The Association shall remove posted material after it has served its purpose, usually within 30 days.
- f. The Association agrees that nothing of a libelous, obscene, defamatory, or of a partisan political nature, or inconsistent with the promotion of harmonious labor relations between the City and the Association shall be posted.
- g. The Association agrees that this Article provides the right to post materials only on designated bulletin boards.
- h. Any material posted in violation of this Article may be removed by the management representative designated for a particular bulletin board. If material is removed, the City shall notify the Association in writing of the removal and the reasons therefore.

G.2. USE OF CITY FACILITIES AND EQUIPMENT

- G.2.1 The Association may be granted the use of City facilities subject to the following conditions:
 - the meeting is during non-work hours;
 - the meeting is for City employees;
 - the meeting is not for organizing activities;
 - the meeting is not for a membership drive;
 - the Association makes a written request at least 24 hours in advance of the day it wants to use the facility, and stating the purpose of the meeting; and space is available.
- G.2.2 The parties agree the City has the right to assess reasonable charges for the use of such facilities.

- G.2.3 Use of City equipment, other than items normally used in the conduct of such business meetings, such as desks, chairs, and black/whiteboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

G.3. CONFERENCE ATTENDANCE

- G.3.1 Up to eight (8) employees designated by the Association shall be given unpaid leave of up to ten (10) work days to attend training sessions, conferences and other association activities. Each employee designated by the Association may use this provision no more than twice during each fiscal year. The cumulative total leave agreed to under this provision is ten (10) work days.
- G.3.2 To receive unpaid leave the employees must first receive approval for the time off from their department director by completing the City's Leave Request Form.
- G.3.3 Such time off shall not be considered time worked, but shall not be considered a break in service.

G.4. DUES DEDUCTION

- G.4.1 Association dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with applicable state law, bi-weekly by the City from the salary of each employee who files with the City a written request that such deduction be made on their behalf.
- G.4.2. Remittance of the aggregate amount of all deductions made pursuant to this Article shall be made to the Association by the City within thirty (30) days after such deductions are made.
- G.4.3 Agency Shop
- a. Except as provided otherwise in this Article, employees shall become and remain members of the Association or shall pay to the Association a service fee in-lieu thereof.
 - b. Waiver of Election for Newly-Represented Employees

The addition of classifications and/or employees to the Unit shall not require an election for the application of this Agency Shop provision to such classifications and/or employees.

c. Implementation

- i. All SEA-represented employees must either join the Association, pay a service fee to the Association or execute a written declaration claiming a religious exemption from this requirement.
- ii. Any SEA-represented employee hired by the City shall be provided through the Department of Human Resources a notice advising that the City has entered into an Agency Shop agreement with the Association.
- iii. Such notice shall include a form for the employee's signature authorizing payroll deduction of the Association dues or a service fee, or to request an exemption and to authorize the appropriate charitable contribution in lieu of Association membership or service fee payment (see "religious exemption" below). Employees shall have fifteen (15) work days following the initial date of employment to fully execute the authorization form and return said form to the Department of Human Resources. If the employee fails to return the authorization forms, the City will initiate payroll deduction for service fees effective the next full pay period.

d. Religious Exemption

- i. Any SEA-represented employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall be permitted, upon presentation of verification of active membership in such religion, body or sect to, make a charitable contribution equal to the service fee in-lieu of Association Membership or service fee payment.
- ii. Declarations of, or applications for, religious exemption and any supporting documentation shall be forwarded to the Association within ten (10) work days of receipt by the City. The Association shall have ten (10) work days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his/her designee. If challenged, the deduction to the charity of the employee's choice shall be placed in an Association holding account pending resolution of the challenge.

e. Payroll Deductions and Pay-over

- i. The effective date of dues, service fee deductions or charitable contributions shall be the next full pay period after receipt by the Human Resources Department of the authorization form.

- ii. Charitable deduction shall only be by regular payroll deduction. For purposes of this Article, charitable deduction means a contribution to one of the federations and/or entities within a federation to which the City has established payroll deductions under the Citywide Giving Campaign. These federations shall be exempt from taxation under 501(c)(3) of the Internal Revenue Code.
- iii. The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or service fees authorized. All legal and required deductions have priority over Association dues and service fees.
- iv. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.
- v. In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.
- vi. The City shall promptly pay to the designated payee all sums so deducted.

f. Reports

- i. The City shall provide biannually a list of all SEA-represented employees making charitable deductions pursuant to a religious exemption as described herein.
- ii. The Association shall annually submit copies of a financial report similar to that required by the Labor-Management Disclosure Act of 1959, to the City's Department of Human Resources. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of the Association. Failure to file such a report within sixty (60) days of the close of the calendar year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until such report is filed.

g. Hold Harmless

The Association shall indemnify and hold harmless the City, its officers, and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds Association dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reason(s).

h. Job Announcements

Job announcements for positions covered by this Agreement will incorporate the requirements of this Article as a condition of employment.

i. Enforcement

Nothing herein shall require the City to take disciplinary action against any employee who fails to comply with the provisions of this Article.

j. Term

Agency fee obligations, including, but not limited to, dues or agency fee deductions on behalf of a recognized employee organization, shall continue in effect as long as the employee organization is the recognized bargaining representative, notwithstanding the expiration of any agreement between the public employer and the recognized employee organization.

G.5 NEW EMPLOYEE ORIENTATION

The Association may prepare a new employee information packet which shall be given by the City to appropriate employees during the Department of Human Resources' orientation of new employees.

G.6 RELEASE TIME WHEN MEETING WITH THE CITY

If the President of the Association attends a mutually agreed upon meeting with the City, the President and up to three (3) designated Association Representatives, shall have reasonable release time to attend such meeting. Employees shall notify their management supervisor or his/her designee as soon as possible in advance of such meeting.

Travel time is included within the reasonable release time.

G.7 ASSOCIATION/MANAGEMENT PROBLEM SOLVING COMMITTEE

- G.7.1 The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the Association. To promote a problem-solving approach, the parties agree that decision making shall be by consensus. For these purposes, consensus means that no meeting participant objects to a decision or course of action under consideration by the group.

- G.7.2 Consequently the parties agree to meet as needed to discuss any issue concerning the rights of either party or the relationship between the City and the Association or the City and employees the Association represents. The purpose of the meetings is to exchange information and to solve problems
- G.7.3 The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.
- G.7.4 Each of the parties will have three (3) representatives plus additional people as reasonably needed for a specific topic. Association representatives shall receive reasonable release time to participate in these meetings.
- G.7.5 To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process, the parties agree to refrain from negatively characterizing the participation, ideas or approach of the other party to people outside the meeting.
- G.7.6 The following basic concepts shall be adhered to:
- Each party will appointment a mutually agreed upon number of participants.
 - Agendas will be jointly set and minutes kept.
 - Effort will be made to include key policy decision makers.
 - Committee may appoint sub-committees to study major issues and report back to the Problem Solving Committee with recommendations for resolution.
 - A collective Problem Solving Committee proposal, when appropriate, will be submitted to each party's principals for consideration.

Signed this ____ day of January 2005.

CITY OF SUNNYVALE

SUNNYVALE EMPLOYEES'
ASSOCIATION

Jim Craig

Monroe Bottel

Jane Fleenor

Joan Coston

Grace Kim

Pamela Dunn

Tammy Parkhurst

Jim Neumeister

Jenny Shain

Timothy Thiel

Sean Tran

EXHIBIT A

Classifications Represented by the
Sunnyvale Employees' Association

**SEA-REPRESENTED CLASSIFICATIONS
SORTED BY BENCHMARK JOB FAMILY**

<u>Job Code</u>	<u>Classification</u>	<u>Pay Range</u>
1000	ACCOUNTANT	101
6800	Accounting Technician	646
1250	Administrative Analyst	630
2460	Deputy City Clerk	637
2925	Housing Loan Specialist	179
1010	Senior Accountant	641
6850	Senior Accounting Technician	647
1100	ADMINISTRATIVE AIDE	104
2150	Community Services Officer	106
2470	EMS Specialist I	673
2480	EMS Specialist II	674
4125	Latent Print Examiner	619
2145	Senior Community Services Officer	151
4150	Senior Crime Analyst	653
1200	ASSOCIATE PLANNER	107
1251	Assistant Planner	126
1260	Senior Planner	654
2115	Permit Technician	639
1700	Principal Planner	157
1861	Transportation Planner	183
1875	Senior Transportation Planner	657
4000	BUILDING INSPECTOR/COORDINATOR	111
4400	Housing Rehabilitation Specialist	131
2349	Neighborhood Preservation Specialist	118
4080	Plan Check Coordinator	655
4855	Plan Checker I	662
4085	Plan Checker II	656
4650	Public Works Construction Inspector	160
4700	Senior Building Inspector/Coordinator	167
1850	Senior Construction Inspector/Coordinator	174
4325	Senior Housing Rehabilitation Specialist	601
2345	Senior Neighborhood Preservation Specialist	148

<u>Job Code</u>	<u>Classification</u>	<u>Pay Range</u>
2000	BUYER	112
6750	Assistant Buyer	145
7500	Press Operator	155
5450	Print Shop Operator	158
6350	Public Safety Property Clerk	159
6701	Principal Storekeeper	668
1140	Senior Buyer	624
6600	Senior Storekeeper	176
6700	Storekeeper	182
1400	CIVIL ENGINEER	116
1500	Engineering Assistant I	117
1410	Engineering Assistant II	660
1840	Environmental Engineering Coordinator	168
4475	Fire Protection Inspector	651
4480	Fire Protection Engineer	652
4875	Plan Check Engineer	627
1345	Solid Waste Contract Administrator	115
4800	Solid Waste Specialist	169
1800	Senior Engineer	125
1860	Senior Traffic Engineer	181
1950	Traffic Engineer	188
4200	Traffic Engineering Assistant I	127
4201	Traffic Engineering Assistant II	607
2500	CAREER ADVISOR	124
2501	Business Liaison	124
1160	Employment Training Program Coordinator	611
2504	Senior Workforce Services Representative	666
2550	Workforce Development Analyst	661
2503	Workforce Services Representative	667
1351	ENVIRONMENTAL CHEMIST II	100
4900	Environmental Chemist I	196
1300	Senior Environmental Chemist	114
4950	Laboratory/Field Technician	620
1350	Industrial Waste Inspector	135
1349	Senior Industrial Waste Inspector	146

<u>Job Code</u>	<u>Classification</u>	<u>Pay Range</u>
5050	EQUIPMENT MECHANIC	128
7100	Equipment Mechanic-in-Training	129
5025	Golf Course Equipment Mechanic	645
5150	Lead Equipment Mechanic	136
4450	HAZARDOUS MATERIALS INSPECTOR	110
4420	Hazardous Materials Coordinator	618
2351	RECREATION COORDINATOR I	164
5015	Assistant Golf Professional	665
5010	Golf Professional	664
2300	Recreation Coordinator II	628
2310	Senior Leisure Services Coordinator	629
1600	LIBRARIAN	139
2100	Library Assistant	140
2400	Senior Library Assistant	170
2201	SENIOR PROGRAMMER ANALYST	631
4600	Communications Technician	121
1750	Computer Operations Leader	606
4070	Computer Systems Specialist	122
2650	Ed. Information Systems Analyst	108
2450	I.T. Coordinator	123
4825	Network Engineer	642
2202	Principal Programmer Analyst	632
2200	Programmer Analyst	103
1426	Software Applications Leader	608
1425	Solution Integration Specialist	602
2120	Technical Support Specialist	649
4850	Telecommunications Analyst	625
6650	STAFF OFFICE ASSISTANT	180
6675	Customer Service Representative	648
2505	Graphic Artist	184
6200	Office Assistant	149
6250	Office Clerk	150
6300	Principal Office Assistant	156
6050	Public Safety Records Specialist I	633
6051	Public Safety Records Specialist II	634
6052	Public Safety Senior Records Specialist	635
1130	Public Safety Records Coordinator	621
6400	Secretary	165
6500	Senior Office Assistant	172
6550	Senior Secretary	175

<u>Job Code</u>	<u>Classification</u>	<u>Pay Range</u>
7800	UTILITY WORKER	192
1205	Automotive Shop Attendant	669
5100	Equipment Operator	130
5300	Facility Attendant I	670
5301	Facility Attendant II	671
7200	Gardener	132
7300	Greenskeeper	134
7325	Groundswoker	626
4960	Landfill Technician	672
5200	Maintenance Craftsworker	142
7400	Maintenance Worker	144
6150	Meter Reader	147
5350	Parks Leader	153
5500	Public Works Leader	161
7600	Parks Worker I	198
7650	Parks Worker II	600
7675	Parks Worker III	614
5651	Senior Building Services Leader	604
5610	Senior Building Utility Worker	173
7301	Senior Greenskeeper	609
6450	Senior Meter Reader	171
5600	Senior Park Utility Worker	173
7320	Senior Parks Leader	613
5650	Senior Public Works Leader	191
5700	Senior Utility Worker	177
5885	Water Meter Shop Leader	643
5880	Water Meter Repair Worker	195
5900	WATER POLLUTION CONTROL OPERATOR	197
5400	Plant Mechanic	154
5431	Recycled Water Coordinator	663
5425	Senior Plant Mechanic	185
5750	Senior Water Pollution Control Operator	178
5430	Water Conservation Coordinator	650
7900	Water Pollution Control Operator-in-Training	199
4100	Water System Operator	186

EXHIBIT B

Clarification of Overtime Provision Contained in this Agreement

CLARIFICATION OF OVERTIME PROVISION
Included in this Agreement and Referenced Below
and
AMENDING RELATED ADMINISTRATIVE POLICY
and
ALL SPECIAL SCHEDULES
(with and without written agreements)

Effective February 12, 1995

Reaffirmed July 1, 1996

Reaffirmed July 1, 1999

Reaffirmed July 1, 2004

Chapter B – Wages, Article B.3 - Overtime, Section B.3.5 states:

All paid time shall count as time worked when determining overtime.

This language (current MOU Section B.3.5) was originally included in the 1993 SEA MOU with the intent that paid leave hours for any portion of any given day plus the hours worked on that same day, would be added together to determine overtime for that day only to the extent that the sum of the leave and work hours exceeded the normally scheduled work hours.

In other words, the inclusion of this language was intended to modify and clarify certain sections of the Article (current MOU Sections B.3.2.a, B.3.2.b, B.3.2.c) in calculating overtime earned **on a daily basis (in which some work was performed) only**.

The intent of adding the language (current MOU Section B.3.5) to the SEA MOU was simply to have the MOU language reflect the actual past practice within the City. Example A (attached) illustrates this past practice. Note also that Example A applies to all employees regardless of the type of schedule assigned (i.e., whether or not working a standard, special or shift schedule), the principles indicated would apply.

The language (current MOU Section B.3.5), was **not intended**:

1. to provide any new and/or additional overtime pay beyond that received by employees at the time that this provision was added to the MOU;
2. to cause any paid City designated holidays which occur on non-scheduled work days to be counted as hours worked for the determination of overtime for that week (see Example B attached);

3. to count any full day of paid leave time in and of itself (vacation, compensatory time, floating holiday, City designated holiday, disability leave, etc.) toward the calculation of overtime on a weekly basis (see Example C attached);
4. to override the section (current MOU Section B.3.2.3) which deals with the basis for calculating overtime on a weekly basis, i.e., "all hours worked in excess of forty (40) hours worked in a workweek" (see Example D attached);
5. to change the method of payment stipulated in the Section (current MOU Section B.3.4) when an employee works on a scheduled holiday or to create an inequity such that employees who work on a City designated holiday and are paid in accordance with Section B.3.4 receive the same pay as employees who are not scheduled to work and do not work on a City designated holiday. Note: Section B.3.4 states, "An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay (see Example E attached); and
6. to cause the City to incur any additional overtime costs in relation to employees working special schedules or shift schedules above those which would be incurred by employees working on a standard Monday through Friday, 5 day/week, 8 hour/day schedule (see Example F attached).

We agree that the above statements and the attached examples illustrating each statement represent our understanding of the intent of Chapter B – Wages, Article B2 – Overtime, Section B2.10 of the August 1993 to June 1996 Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees Association. We further agree that the Examples attached describe the appropriate methods for employees to record work, leave and overtime in each of the options illustrated.

EXAMPLE A: SHOWING HOW A PARTIAL DAY'S LEAVE WHEN COMBINED WITH WORK TIME CAN GENERATE OVERTIME ON A DAILY BASIS

Employee works Monday through Friday (or any five days within the work week) 8 hours per day; work day starts at 8 a.m. and ends at 5 p.m.

On Monday, the employee's activity for the day is as follows:

8:00 a.m. – 10:00 a.m.	Works
10:01 a.m. – noon	Medical appointment
12:01 p.m. – 12:30 p.m.	Works
12:31 p.m. – 1:30 p.m.	Lunch
1:31 p.m.	Returns to work and supervisor indicates overtime needed to complete critical work; normal end of day is 5 p.m.
1:31 p.m. – 8:00 p.m.	Employee works three hours beyond the end of normal work schedule this day.

FOR THIS DAY:

TOTAL WORK HOURS = 9 TOTAL LEAVE HOURS = 2

Based on work hours alone, the employee would be entitled to 1 hour of overtime; however, based on past practice, the employee actually may record time on the time card and receive pay as follows:

6 HOURS REGULAR WORK TIME plus 2 HOURS LEAVE TIME plus 3 HOURS OVERTIME

For employees scheduled to work 9 or 10 hour days the overtime would apply for any day in which the combined total of paid leave plus work hours exceeded the 9 or 10 hours normally scheduled for the day.

EXAMPLE B: SHOWING THAT A DESIGNATED CITY HOLIDAY OCCURRING ON A
NON-SCHEDULED, NON-WORKED DAY DOES NOT GENERATE
OVERTIME AND EXPLAINING EMPLOYEE OPTIONS AVAILABLE IN
THIS SITUATION

Employee is scheduled to work and works Tuesday through Saturday, 8 hours per day and the holiday occurs on a Monday which the employee does not work. This situation, in and of itself, would not generate overtime for the week. The options available to the employee would be:

1. Note: This first option would require pre-planning and the pre-approval of the supervisor, as for vacation leave:

Exchange one of the work days for the scheduled holiday within the work week in which the holiday occurs or within the work week immediately following the work week in which the holiday occurs, except that the Christmas and New Year's holidays may not be exchanged for another day off since the payroll calendar year split occurs at this time of the year. The exchange would be shown as follows on the time card for the week in which the holiday was taken:

For 8 hr/day employee:

8 hours holiday time
32 hours regular work time
TTL: 40 hours at regular rate

For 10 hr/day employee:

8 hours holiday time
2 hours leave time
30 hours regular work time
TTL: 40 hours at regular rate

For Black Friday or Black Monday employees, assuming the holiday is exchanged for a 9 hour work day:

8 hours holiday time
1 hour leave time
31 hours regular work time
TTL: 40 hours at regular rate

If holiday is exchanged for the split Friday/Monday (an 8 hour day), 4 hours of holiday time would be recorded on two consecutive time cards such that each week would show:

4 hours holiday time
36 hours regular work time
TTL: 40 hours at regular rate

EXAMPLE B (continued)

2. Record and receive pay for a total of 48 regular hours as follows for the week in which the holiday occurs:

For all schedules: 8 hours holiday time
 40 hours regular work time
TTL: 48 hours at regular rate

3. Take the holiday leave as a vacation credit:

If neither of the above options have been exercised, within two pay periods after the City designated holiday, Payroll will automatically debit 8 hours of holiday leave, as though used by the employee, and credit 8 hours to that employee's vacation bank.

For all schedules: TTL: 40 hours regular work time would be recorded

EXAMPLE C: SHOWING THAT A DESIGNATED CITY HOLIDAY OCCURRING ON A NON-SCHEDULED, NON-WORKED DAY IN A WORK WEEK IN WHICH THE EMPLOYEE ALSO TAKES A FULL DAY OF PAID LEAVE TIME, DOES NOT GENERATE OVERTIME AND EXPLAINING EMPLOYEE OPTIONS AVAILABLE IN THIS SITUATION.

Employee is scheduled to work Tuesday through Saturday, 8 hours per day. The employee takes a paid leave day on Tuesday and the holiday occurs on a Monday which the employee does not work. This situation would not, in and of itself, generate overtime for the work week. The options available to the employee would be:

1. Exchange the paid leave day for the scheduled holiday within the work week in which the holiday occurs except that the Christmas and New Year's holidays may not be exchanged for another day off since the payroll calendar year split occurs at this time of the year. The exchange would be shown as follows on the time card for the week in which the holiday was exchanged for the paid leave day:

For 8 hr/day employee:

8 hours holiday time
32 hours regular work time
TTL: 40 hours at regular rate

For 10 hr/day employee:

8 hours holiday time
2 hours leave time
30 hours regular work time
TTL: 40 hours at regular rate

For Black Friday or Black Monday employees assuming the holiday is exchanged for a 9 hour day:

8 hours holiday time
1 hour leave time
31 hours regular work time
TTL: 40 hours at regular rate

If holiday is exchanged for the split Friday/Monday (an 8 hour day), 4 hours of holiday time would be recorded on two consecutive time cards such that each week would show:

4 hours holiday time
36 hours regular work time
TTL: 40 hours at regular rate

EXAMPLE C (continued)

2. Record and receive pay for a total of 48 regular hours for the week in which the holiday and leave time occurs:

For 8 hr/day employee:

8 hours holiday time
8 hours leave time
32 hours regular work time
TTL: 48 hours at regular rate

For 10 hr/day employee:

8 hours holiday time
10 hours leave time
30 hours regular work time
TTL: 48 hours at regular rate

For Black Friday or Black Monday employees:

8 hours holiday time
9 hours leave time
31 hours regular work time
TTL: 48 hours at regular rate

3. Take the holiday leave as a vacation credit:

If neither of the above options have been exercised within two pay periods after the City designated holiday, Payroll will automatically debit 8 hours of holiday leave, as though used by the employee, and credit 8 hours to that employee's vacation bank.

For all schedules: TTL: 40 hours regular [work + other (non holiday) leave]
would be recorded

NOTE: If a leave occurs during an employee's regular work week and the employee is required by management to work on a non-scheduled work day in that work week, the hours worked on the non-scheduled work day would be paid at the overtime rate.

EXAMPLE D: SHOWING THAT IN DETERMINING OVERTIME ON A WEEKLY BASIS
ONLY HOURS “WORKED IN EXCESS OF FORTY” ARE CONSIDERED.

The employee takes paid leave for the entire scheduled week and the holiday occurs on a non-scheduled work day. This situation would not, under any circumstances, generate any overtime pay or more than 40 regular hours of pay for this work week.

In this situation, whenever an employee takes an entire work week off for any reason, that employee is required to exchange 8 hours of holiday leave for each of the holidays occurring within that work week (instead of the other leave). Employees on other than 8 hour day schedules will supplement the 8 hours of holiday leave with the alternative leave to show the normally scheduled hours for each day.

In essence, in this situation the employee exchanges the paid leave days off for the holiday regardless of the type of paid leave taken and will never receive more than 40 regular hours of pay for the week.

EXAMPLE E: SHOWING HOW AN EMPLOYEE WHO WORKS ON A SCHEDULED
HOLIDAY IS TO BE PAID IN ACCORDANCE WITH ARTICLE B.3 –
Overtime, Section B.3.4:

An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay.

Employee is scheduled to work and works Tuesday through Saturday, 8 hours per day; the holiday occurs on a Friday and the employee works on the holiday. This situation, in and of itself, **does** guarantee overtime for the week.

Time should be recorded as follows:

Tuesday through Thursday	-	24 hours regular work time
Friday	-	8 hours of overtime worked, plus
		8 hours of holiday time
<u>Saturday</u>		<u>8 hours regular work time</u>
TTL FOR WEEK:		32 HOURS REGULAR WORK TIME
		8 HOURS HOLIDAY TIME
		8 HOURS OVERTIME

If a Black Friday or Black Monday employee works the holiday and the holiday is a 9 hour day, he/she receives:

	8 hours holiday
	1 hour of leave
	9 hours of overtime
	<u>31 hours regular work time</u>
TTL FOR WEEK:	32 HOURS REGULAR (WORK AND LEAVE) TIME
	8 HOURS HOLIDAY TIME
	9 HOURS OVERTIME

If a Black Friday or Black Monday employee works the holiday and the holiday is the split Friday or Monday day he/she receives for each of the two consecutive work weeks in which the holiday time occurs:

	4 hours holiday
	4 hours of overtime
	<u>36 hours regular work time</u>
TTL FOR WEEK:	36 HOURS REGUALR WORK TIME
	4 HOURS HOLIDAY TIME
	4 HOURS OVERTIME

If a 10 hour per day employee works the holiday, he/she receives:

	8 hours of holiday
	2 hours of leave
	10 hours of overtime
	<u>30 hours of regular work time</u>
TTL FOR WEEK:	32 HOURS REGULAR (WORK AND LEAVE) TIME
	8 HOURS HOLIDAY TIME
	10 HOURS OVERTIME

NOTE: If paid holidays which are not worked were counted for the calculation of overtime, then the employee who works the holiday (as above) and the employee who did not work the holiday because it occurred on a non-scheduled work day would receive the same pay. This is an inequity in pay which was never intended.

EXAMPLE F: SPECIAL ISSUES FOR EMPLOYEES WORKING SPECIAL SCHEDULES AND/OR SHIFT SCHEDULES

The options available to employees working special schedules, i.e., not working a standard schedule of 5 days/week, 8 hours/day, whether or not a special schedule agreement is on file, and for employees working a standard shift schedule in which the employee is scheduled to work 8 hours/day, 5 days/week but the work is not necessarily scheduled Monday through Friday would follow the same patterns illustrated in examples B through E above.

In addition the following is required:

1. A minimum of 40 hours of regular time (work and/or leave time) must be recorded each and every week.
2. Each employee must maintain his/her regularly scheduled work hours for each day whether worked or not so that the time card shows the number of hours that the employee is normally scheduled to work, e.g., 8, 9 and split 8, 9 or 10 hours.
3. When charging holiday time occurring on a scheduled work day which is not worked, the 9 or 10 hour per day employee must record 8 hours of holiday leave plus 1 or 2 hours, respectively, of another leave for each holiday to meet the daily hours requirement in #2 above.
4. Holiday leave is taken in full day (8 hour) increments; a maximum 8 hours of holiday leave may be recorded for any single work day. The maximum total of holiday hours recorded in a work week may not exceed the number of holiday hours actually occurring in that week or in the prior week.

Except that in any work week in which a Water Pollution Control Operator or Senior Water Pollution Control Operator performs a relief coverage assignment, he/she may, with the approval of the supervisor, work (and record) varying hours on different work days for that week. Despite this possibility, these employees are required to maintain the minimum of 40 hours of regular time in each work week (#1 above) and may not charge more than 8 hours of holiday time in any single work day.

EXHIBIT C

Classifications which would be considered
“Exempt” under the Fair Labor Standards Act (FLSA)

**Preliminary List of Classifications
which may be considered exempt under the
Fair Labor Standards Act (FLSA)**

This list shall be finalized upon completion of the job study referenced in Article B.3 – Overtime, Section B.3.6 – Flex Scheduling.

Accountant
Administrative Analyst
Associate Planner
Civil Engineer
Employment Training Coordinator
Engineering Assistant II
Environmental Chemist II
Environmental Engineering Coordinator
Fire Protection Engineer
Golf Professional
Graphic Artist
Hazardous Materials Coordinator
Hazardous Materials Inspector
Housing Programs Analyst
Industrial Waste Inspector
Librarian
Network Engineer
Plan Check Coordinator
Plan Check Engineer
Plan Checker
Principal Planner
Principal Programmer Analyst
Public Safety Records Coordinator
Recreation Coordinator II
Senior Accountant
Senior Building Inspector/Coordinator
Senior Buyer
Senior Community Services Officer
Senior Construction Inspector/Coordinator
Senior Crime Analyst
Senior Engineer
Senior Environmental Chemist
Senior Housing Rehabilitation Specialist
Senior Industrial Waste Inspector
Senior Neighborhood Preservation Specialist
Senior Planner
Senior Programmer Analyst
Senior Traffic Engineer
Software Applications Leader
Solid Waste Contract Administrator
Solid Waste Specialist
Traffic Engineer
Transportation Planner

EXHIBIT D

Classifications Eligible for Safety Footwear Allowance

Safety Footwear Allowance

Pursuant to the provisions of the current MOU, employees in the following classifications are eligible to receive an annual safety footwear allowance:

Building Inspector/Coordinator
Environmental Chemist I/II
Environmental Engineering Coordinator
Equipment Mechanic
Equipment Mechanic-in-Training
Equipment Operator
Fire Protection Engineer
Fire Protection Inspector
Gardener
Golf Course Equipment Mechanic
Greenskeeper
Groundswoker
Hazardous Materials Coordinator
Hazardous Materials Inspector
Housing Rehabilitation Specialist
Industrial Waste Inspector
Laboratory/Field Technician
Lead Equipment Mechanic
Maintenance Craftsworker
Maintenance Worker
Meter Reader
Neighborhood Preservation Specialist
Parks Leader
Parks Worker I/II/III
Permit Technician
Plan Check Engineer
Plant Mechanic
Public Safety Property Clerk
Public Works Constructor Inspector
Public Works Leader
Recycling Coordinator
Senior Building Inspector/Coordinator
Senior Building Services Leader
Senior Building Utility Worker
Senior Construction Inspector/Coordinator
Senior Environmental Chemist

Senior Greenskeeper
 Senior Housing Rehabilitation Specialist
 Senior Industrial Waste Inspector
 Senior Meter Reader
 Senior Neighborhood Preservation Specialist
 Senior Parks Leader
 Senior Parks Utility Worker
 Senior Plant Mechanic
 Senior Public Works Leader
 Senior Storekeeper
 Senior Utility Worker
 Senior Water Pollution Control Operator
 Solid Waste Contract Administrator
 Solid Waste Specialist
 Storekeeper
 Traffic Engineer
 Traffic Engineering Assistance I/II
 Utility Worker
 Water Conservation Coordinator
 Water Meter Shop Leader
 Water Meter Repair Worker
 Water Pollution Control Operator
 Water Pollution Control Operator-in-Training
 Water Systems Operator

Pursuant to the provisions of the current MOU, employees in the following assignments are eligible to receive an annual safety footwear allowance:

Classification	Department	Assignment
Administrative Aide	Public Works	Field Services (1)
Civil Engineering Assistant	Public Works	Survey Crew (1)
Community Services Officer	Public Safety	Animal Control (3)
Office Clerk	Information Technology	Print Shop (1)
Recreation Coordinator II	Parks and Recreation	Theater (1)
Senior Office Assistant	Public Works	WPC Plant Maintenance/Parts (1)

Updated on: 12/01/04
 K. Adamo, Department of Human Resources, Risk and Insurance Division

EXHIBIT E

Water Pollution Control Plant Instrumentation and Maintenance Mechanics Tool Inventory Agreement

Water Pollution Control Plant Instrumentation and Maintenance Mechanics Tool Inventory Agreement

It is agreed that each employee in the classifications of Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic will be responsible for maintaining the following minimum tool inventory.

1. One standard set 1/4" drive sockets (mechanic choice of 6 or 12 point); sizes 3/16" to 9/16"
2. One standard set 3/8" drive sockets (mechanic choice of 6 or 12 point); sizes 3/8" to 3/4"
3. One 1/4" drive ratchet
4. One 3/8" drive ratchet
5. One 3/8" drive x 6" long extension
6. One 3/8" drive x 8" long extension
7. One standard set 1/2" drive sockets (mechanic choice of 6 or 12 point); sizes 3/8" to 1", standard depth
8. One 1/2" drive ratchet
9. One 1/2" drive x 6" extension
10. One 1/2" drive x 8" extension
11. One 1/2" drive x 12" extension
12. One pair 4" curved jaw vise grips
13. One pair 10" curved jaw vise grips
14. One pair adjustable lock, 5 jaw positions, 9-1/4" long
15. One pair adjustable lock, 7 jaw positions, 13-1/2" long
16. One pair combination slip joint pliers, 7-1/2" long
17. One pair needlenose pliers, 7-1/8" long

18. One pair diagonal cutters
19. One adjustable wrench 6"
20. One adjustable wrench 10"
21. One adjustable wrench 12"
22. One pipe wrench 8"
23. One pipe wrench 10"
24. One standard set of nut drivers; sizes 5/6" to 1/2"
25. One standard 4 piece set of slotted tip screwdrivers, wood or plastic handles
26. One standard 4 piece set of phillips screwdrivers, wood or plastic handles
27. Deluxe hacksaw designed for 10" or 12" blades
28. One standard set of allen wrenches (mechanic choice long or short length), sizes 5/64" to 3/8"
29. One 25" metal retracting tape rule
30. One standard set of punches (mechanic choice on length)
31. One standard set of flat chisels
32. One standard set of combination wrenches (mechanic choice 6 or 12 point sizes 1/4" to 1")
33. Tool Chest

For the City employees currently employed and hired in the Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic classifications assigned to the Water Pollution Control Plant, from the date this agreement is signed, the City will purchase the complete Craftsman tool sets and two-drawer tool chests as indicated on the minimum tool requirement list above. It will be the responsibility of the Senior Mechanic to distribute the tool sets and tool chests which will provide each employee in these classifications a complete set of the minimum toll inventory indicated above.

It is further agreed as follows:

- Each employee in the classifications of Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic will be responsible for storing and maintaining the tools in a secure, clean, and safe condition. The City will provide a locked location for the Mechanics' boxes.
- Any special tools required by the City will be provided by the City.
- City management at the Water Pollution Control Plant will develop and provide each employee in the classifications of Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic a standard operating procedure regarding tools lost or broken on the job in the performance of their regular duties.
- City management at the Water Pollution Control Plant will prepare a written inventory of the tools provided, and each of the employees in the classification of Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic shall be provided a copy. Once provided the tools, each Mechanic will be required to sign and return a copy of the inventory to the Senior Plant Maintenance Mechanic. The Maintenance Supervisor at the Water Pollution Control Plant will maintain a written record of the inventory of each Mechanic.
- City management at the Water Pollution Control Plant shall inspect the Senior Plant Maintenance Mechanic's tool inventory and shall inspect or request the Senior Plant Maintenance Mechanic to inspect each Mechanic's tool inventory at least once a year. The inspection shall include verification of a complete tool inventory and a statement evaluating each Mechanic's maintenance of the tools in a secure, clean, and safe condition. A report on the semi-annual inspection, dated and signed by the inspector and the Mechanics, shall be maintained in the office of the Water Pollution Control Maintenance Supervisor. Each employee will be provided a copy of the inspector's report for their records.
- The City will retain ownership of all tools and tool chests purchased by the City. They cannot be taken off City premises, and upon separation from City service or promotion or transfer to any other position within the City, a full inventory of tools must be returned or full replacement costs of any missing tool(s) will be charged.
- Any mechanic using personal tools or equipment at work after the date the tools are provided by the City will do so at their own risk and responsibility.

s/ 11/15/91
Izetta E. Birch
Director of Human Resources

s/ 11/15/91
Helen Farnham
Environmental Operations Manager

s/ 11/15/91
Gary Csordas
WPC Maintenance Supervisor

s/ 11/15/91
Marvin A. Rose
Director of Public Works

s/ 11/15/91
Armando Atencio
President of SEA

s/ 11/15/91
Greg Burton
WPC Operator

s/ 11/15/91
Wayne Granger
Plant Maintenance Mechanic

s/ 11/15/91
Barry Phillips
Sr. Plant Maintenance Mechanic

s/ 11/15/91
Howard Hament
Plant Maintenance Mechanic

s/ 11/15/91
Walter Koehn
Plant Maintenance Mechanic

s/ 11/15/91
Ronald Paul
Plant Maintenance Mechanic

s/ 11/15/91
James Shrove
Plant Maintenance Mechanic

s/ 11/15/91
Rudy Winkleman
Plant Maintenance Mechanic